

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION THIRTY-THREE**

**DANVILLE COMMERCIAL NEWS**

**Employer-Petitioner**

**and**

**Case 33-UC-163**

**CENTRAL ILLINOIS TYPOGRAPHICAL  
UNION NO. 177, AN ORGANIZATION  
AFFILIATED WITH AND SUBORDINATE  
TO THE PPMWS, COMMUNICATIONS  
WORKERS OF AMERICA**

**Union-Respondent**

**DECISION AND ORDER**

Upon a petition duly filed on June 23, 2000, under Section 9(b) of the National Labor Relations Act, as amended, careful investigation and consideration took place. Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned Regional Director. Upon the entire record in this proceeding, the Regional Director finds:

1. The Employer-Petitioner is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.
2. According to the Parties' most recent collective bargaining agreement, the extant bargaining unit includes the following:

All composing room work, including hand compositors, typesetting machine operators, makeup men/women, proofpress operators,

proofreaders, machinists for typesetting machines, operators and machinists on all devices which cast or compose type or film; operators of all phototypesetting machines and employees engaged in proofing, waxing and paste makeup with reproduction proofs, processing the product of phototypesetting machines, including development and waxing, paste makeup of all type, hand lettered illustrative border and decorative material constituting a part of the copy; ruling, photocopying, correction, alteration, and imposition of the paste makeup serving as the completed copy for the camera used in the plate making process. Paste makeup for the cameras used in this paragraph includes all photostats and prints used in offsetwork and includes all photostats and positive proofs of illustrations (such as Velox) where positive proofs can be supplied without sacrifice of quality or duplication of effort. . . . It is understood and agreed that the jurisdiction of the Union also includes all camera work: such work includes camera work, post-camera work, color separation, developing, opaquing, stripping, and masking, but excludes any stereotyping or plate making operations.

2. The Employer-Petitioner proposes to clarify the extant bargaining unit, set forth above, by excluding the job category of “foremen of the composing room.”
3. Clarification of the existing bargaining unit is appropriate under the circumstances herein.

The pertinent facts bearing on the instant Employer-Petitioner's request are not in dispute. The Employer-Petitioner and the Union have had a collective bargaining relationship dating back approximately fifty years. One manifestation of this relationship is found in the Parties' most recent collective bargaining agreement, which ran from 25 June 1998 to 25 June 2000.

Over the course of the Parties' bargaining relationship, the Unit, due to technological inroads, steadily decreased in numbers. In fact, by the date of the filing of the instant UC Petition, the Unit was comprised of only two employees: the foremen of the composing room; and the assistant foremen of the composing room employees. These two employees constituted the entire bargaining unit throughout the life of the most recent CBA.<sup>1</sup>

The Employer-Petitioner filed the instant UC Petition on June 23, 2000, two days before the expiration of the current 2-year collective bargaining agreement. The UC Petition, and the Employer's position paper, alleged, *inter alia*, that one of the two employees identified above (i.e., the foreman of the composing room) was, and is, a supervisor, as defined by Section 2(11) of the Act. Based on this, the Employer-Petitioner sought clarification of the Unit to *exclude* this previously recognized job classification from the Unit. In response, by letter dated July 25, 2000, the Union's

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<sup>1</sup> While the unit description contained in the Parties' most recent collective bargaining agreement (herein, "CBA") is silent as to the exact inclusion/non-inclusion of foremen in the Unit (See: Paragraph 2, *infra*), I find that the job category of "foremen" is currently contained within the extant Unit. I base this on the fact that the record reveals the job classification of "foreman" has historically been treated as being in the Unit by the Parties. Further, Para. 17.1 of the Parties' most recent CBA states, "(t)he Forman of the composing room and one assistant foreman may or may not be a member of the union, in either event, may do bargaining unit work." Therefore, based on these facts, as well as based on the Union's demur to the issue of the scope of the extant Unit, it is

attorney, Richard Rosenblatt, informed the Board, “(t)he Union has no evidence to present in this matter to show that the foreman is not a Section 2(11) supervisor.”

The Board will clarify a unit where, as here, a UC Petition is filed shortly before the expiration of a contract<sup>2</sup> and, in any case, will clarify a unit where, as here, there is a dispute as to the supervisory status of certain classifications of employees. *Western Colorado Power Co.*, 190 NLRB 564 (1971). Therefore, based upon the totality of the record, and for the reasons set forth below, I find merit to the Employer-Petitioner’s argument that the foreman in question is a supervisor, as defined by Section 2(11) of the Act and, consequently, order the Unit to be clarified so as to exclude this job classification.

Evidence of the supervisory status of the foreman of the composing room is found in the Parties’ most recent CBA which provides, *inter alia*, that foremen may discharge employees (CBA para. 17.3), redress employee grievances (CBA para. 6.1), and designate days/hours to be worked by other employees. The record further reveals that, from time-to-time, the foreman of the composing room has actually exercised such indicia of supervisory authority. For example, sometime prior to October 23, 1998, but during the life of the current CBA, one of the two unit employees, Duane Sandmeyer, was the formen of the composing room. On or about October 23, 1998, Sandmeyer was demoted to the assistant formen position and the other Unit employee, Earl Crippen became the foreman of the composing room. Thereafter, on or about January 28, 1999, Crippen issued Sandmeyer a letter of reprimand (LOR) for missing a

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apparent that formen of the composing room are currently encompassed within the scope of the Unit.

<sup>2</sup> See: *Shop Rite Foods*, 247 NLRB 883 (1980), and *University of Dubuque*, 289 NLRB 349 (1988).

mandatory meeting. Subsequently, Sandmeyer was fired for missing this meeting. While it is not clear exactly whom in the chain of command actually fired Sandmeyer, nor clear whether the firing supervisor did so at the specific behest/recommendation of Crippen, it is clear that Crippen issued the aforementioned LOR to Sandmeyer because of his alleged insubordination for having missed a meeting set by Crippen. It is likewise clear that this was the reason given by the Employer-Petitioner for Sandmeyer's termination.<sup>3</sup>

The term "supervisor" means any individual having authority, in the interest of the employer, to hire, fire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgement. *Section (11) of the National Labor Relations Act, as amended*. Further, the Board has routinely held that the possession of any one of the supervisory authorities listed in Section 2(11) of the Act places the employee invested with such authority in the supervisory class. *See, e.g.: Pepsi-Cola Co.*, 327 NLRB No. 183 (1998); *Allen Services Co.*, 314 NLRB 1060 (1994); and *Queen Mary*, 317 NLRB 1303 (1995). Accordingly, as the evidence herein reveals that the foreman of the composing room has had the authority to discipline and/or discharge employees, redress grievances, and designate days/hours to be worked by other employees, I find

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<sup>3</sup> The Union grieved Sandmeyer's termination. About three months ago, the Union won an arbitration decision related to this matter and Sandmeyer was ordered back to work. During the interim period (i.e., between the termination of Sandmeyer and the Arbitrator's order of reinstatement), the Employer-Petitioner hired no new employees and Crippen worked alone.

that the foreman of the composing room is a supervisor as defined in the Act and I find that this classification is properly to be excluded from the Unit.

**ORDER**

IT IS HEREBY ORDERED that the petition filed herein be, and it hereby is, granted.<sup>4</sup>

DATED at Peoria, Illinois, this 7th day of August, 2000.

/s/ Glenn A. Zipp  
Glenn A. Zipp, Regional Director  
National Labor Relations Board  
Region Thirty-Three  
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300 Hamilton Boulevard  
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<sup>4</sup> Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the Board, addressed to the Executive Secretary, National Labor Relations Board, 1099 - 14<sup>th</sup> Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by August 21, 2000.